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in favor of every probable, lawful user, and such an extension has, in fact, been recognized in the case of the guest of a vendee who had bought for his own use.⁹ Though logically applicable to injuries to property, the proposed rule will probably not be extended beyond personal injuries for some time to come, in view of the fact that it is growing out of exceptions established in cases of imminent danger to life.¹⁰

NOTICE TO THIRD PARTIES OF ATTEMPTED REVOCATION OF AN AGENCY.— Revocation of an agency is not complete until notice of the revocation is given to the agent.¹ Nor is the agency terminated by the fact that a third person with whom the agent deals knows of the attempted revocation. Accordingly, a deed executed by an agent under these circumstances will pass a legal title to the purchaser. The application of these principles to a transfer by an agent under a statute providing for the recording of the revocation of the agent's authority has given rise to an interesting decision in the Wisconsin court. *Best v. Gunther*, 104 N. W. Rep. 918.² In this case neither the agent nor the third party had actual knowledge of the revocation which had been recorded by the principal, and the court held that a mortgage executed by the agent was binding against the principal. The dissenting justice, recognizing the hardship of this result, protected the principal by holding the record constructive notice to the agent. Although there is some authority to that effect,³ and the result is just, it would seem that the reasoning by which it is reached is fallacious. Constructive notice to the agent alone would not protect the principal, since, so long as the agent retains the instrument showing his authority, a *bona fide* purchaser from him gets a good title.⁴ To protect the principal constructive notice to the purchaser is necessary, and this, it seems, must be the sole purpose of the act. Even as the recording of transfers is provided for in order to put purchasers on their guard and show them where title actually is, so the record of a revocation is to protect the owner from the act of a dishonest agent.⁴ The record, therefore, must be held to give constructive notice to all who may subsequently deal with the agent; if this be not its object, the law requires a superfluous act.⁵ The agent, moreover, is not likely, nay, he is under no duty, to search the records for a change in title subsequent to the creation of his agency. He may even recover commissions upon contracts for the sale of land made after revocation of his agency by a transfer of the land by his principal and after such transfer is recorded.⁶

It is clear, then, that in a case like the present the purchaser gets a legal title, but it seems equally clear that he takes it subject to an equity. If the notice be actual, he is taking that which he knows his grantor does not intend and is even unwilling to part with. He obtains it by concealing that which if communicated would revoke the agency and vitiate the transfer.

⁹ *Lewis v. Terry*, *supra*.

¹⁰ But see *Skinn v. Reutter*, *supra*.

¹ See Story, *Agency*, 9th ed., § 470.

² For majority opinion, see *Best v. Gunther*, 104 N. W. Rep. 82.

³ *Arnold v. Stevenson*, 2 Nev. 234.

⁴ See *Tiffany, Agency*, 138, 151.

⁵ See *Arnold v. Stevenson*, *supra*.

⁶ *Loehde v. Halsey*, 88 Ill. App. 452.

This, it seems, should raise a constructive trust in favor of the grantor. It seems analogous to the principle that one with knowledge of a special limitation on an agent's apparent authority is bound by the limitation;⁷ or to the right of an accommodating party upon negotiable paper to withdraw his accommodation and escape liability to all taking with notice;⁸ or to the right of a majority of a partnership to protect itself by notice of its will to third parties.⁹ If notice be constructive, the third party may protect himself by ordinary care, and the contrary rule would be extremely hard upon a principal with a dishonest agent to whom he cannot get actual notice of revocation.

If the third party, who has knowledge of the attempted revocation, obtains a contract from the agent, it seems the same equities would arise as in the case where he obtains a chattel or title to land under similar circumstances. No court would grant specific performance of a contract so obtained, and in the present case it seems that full equitable relief should have been given.

THE CONSTITUTIONALITY OF JUVENILE COURT ACTS.—In a recent decision, which is of especial interest and importance since it is one of the first to consider this question, the Supreme Court of Illinois declared unconstitutional one of the most important provisions of the state Juvenile Court Act.¹ The court held that a father who could and did provide a good home for his child had been deprived of his right to the child's custody without due process of law, because the latter had been committed to a home for boys during his minority merely for committing two criminal assaults. *People v. McLain*, 38 Chi. Leg. N. 166 (Sup. Ct. Ill., Dec. 20, 1905). The state undoubtedly has the right to deprive the father of the custody of his child by such proceeding as this if the father is not a fit and proper person to rear his children.² The validity of the present decision may be doubted on the simple ground that the fact that the child has committed a criminal assault shows that the father is not able to care for it properly. While the father might be able to control an ordinary boy, his failure to develop this boy into a law-abiding citizen is at least evidence of his incompetence. It is therefore questionable if the action of the juvenile court is so unreasonable as to authorize the court to declare it unconstitutional. But there is another objection to the case which seems to be conclusive. The reasoning of the court is premised upon the proposition that the father has a vested property right to the custody of his children. It is believed, however, that this parental right is merely a privilege granted to the parent by the state, which may consequently be withheld by the state if it sees fit.³ It has seen fit to allow the father the privilege of caring for his children, because the natural affection that exists between them ordinarily renders the father the best person to exercise this control. But if the state

⁷ See Tiffany, Agency 180, 183.

⁸ *Dogan v. Dubois*, 2 Rich. Eq. (S. C.) 85.

⁹ See *Munroe v. Conner*, 15 Me. 178; *Clarke v. State V. R. Co.*, 136 Pa. St. 408.

¹ See *Ex parte Loving*, 178 Mo. 194, sustaining a similar statute. See also *People ex rel. Zeese v. Masten*, 79 Hun (N. Y.) 580.

² *Reynolds v. Howe*, 51 Conn. 472; *Cincinnati House of Refuge v. Ryan*, 37 Oh. St. 197.

³ See Tiedeman, Limitations of Police Power, §§ 166 *et seq.*